

**GENERAL PROVISIONS FOR
CORPORATE PROFESSIONAL SERVICES
UNDER
U. S. DEPARTMENT OF ENERGY
PRIME CONTRACT NO. DE-AC09-09SR22505

SAVANNAH RIVER REMEDIATION LLC
SAVANNAH RIVER SITE
AIKEN, SC 29808**

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** Incorporated by reference to appropriate FAR
clause (see <http://www.arnet.gov/far>) and DEAR
clause (<http://professionals.pr.doe.gov>)*

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SECTION A

SECTION A ARTICLES APPLY REGARDLESS OF ORDER PRICE

A.1 DEFINITIONS

As used in these General Provisions, the following terms shall have these meanings:

- A. "Contracting Officer" means the Government official executing the Prime Contract No. DE-AC09-09SR22505 between SRR and the Department, and includes a duly appointed successor or authorized representative.
- B. "Department" or "DOE" means the United States Department of Energy or its duly authorized representative, representatives, or successors.
- C. "Head of Agency" means the Secretary, Deputy Secretary, or Under Secretary of the Department of Energy.
- D. "Prime Contract" means the contract entered into by SRR with the United States.
- E. "Secretary" means the Secretary of the U.S. Department of Energy; and the term "designee and duly authorized representative" mean any person or board (other than the Contracting Officer) authorized to act for the Secretary.

- F. "Consultant" shall mean the person or organization entering into this Subcontract with SRR.
- G. "Subcontractor" means any subcontractor or supplier of any tier who supplies goods or services to SRR in connection with the Consultant's obligations under the Subcontract.
- H. "SRR" means Savannah River Remediation LLC.
- I. "SRR Purchasing Representative" shall mean a person with the authority to execute, administer, and terminate the contract, and make related determinations and findings. The term includes certain authorized representatives of the SRR Purchasing Representative acting within the limits of their authority as delegated by the SRR Purchasing Representative.

A.2 WORK AND SERVICES TO BE PROVIDED

- A. While the Subcontract is in effect, the Consultant will perform certain work and services at the Savannah River Site, at the Consultant's home office, or elsewhere as required from time to time upon the direction of SRR, on either a continuous or an intermittent basis, under the terms and conditions hereinafter set forth. The work and services to be performed by the Consultant(s) is found in the Statement of Work and Services, which is attached to the Subcontract and by this reference incorporated therein.
- B. As a part of the work and services to be performed, the Consultant may be required to furnish intermediate reports to SRR from time to time, when requested, and in such form and number as may be required by SRR, and will make such final reports as may be required by SRR concerning the work and services performed under the Subcontract. Further, the Consultant shall furnish SRR, as requested, copies of research and engineering data drawings, notebooks, photographs, and computer software including source codes generated by Consultant under the Subcontract.

A.3 TECHNICAL DIRECTION

- A. (1) The performance of the work required under the Subcontract shall be subject to the technical direction and surveillance of the person(s) specified in paragraph B of this Article.
- (2) As used herein "technical direction" is direction to the Consultant, which provides the details, requires pursuit of certain lines of inquiry, or otherwise serves to

accomplish the contractual statement of work. The technical direction to be valid:

- (i) Must be issued in writing consistent with the general scope of the work set forth in the Subcontract;
 - (ii) May not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into the Subcontract or the Consultant's rights thereunder;
 - (iii) Shall not constitute a basis for any increase in the Subcontract fee or extension to the Subcontract delivery schedule.
- (3) Nothing contained in this Article authorizes the Consultant to incur costs in excess of the estimated cost or other limitation on funds set forth in the Subcontract.

- B. _____ of SRR shall technically direct the work under the Subcontract.

A.4 INDEPENDENT CONTRACTORS

- A. In the performance of the work and services hereunder, the Consultant will act solely as an independent Contractor, and nothing herein contained or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturer as between SRR and the Consultant. The manner and method of implementing and completing any work to be performed hereunder will be left to Consultant's control and professional judgment. It is understood that SRR has no obligation under local, state, or federal laws regarding the Consultant or any employees, agents, or subcontractors employed by the Consultant and that the total commitment and liability of SRR in regard to any arrangement or work performed hereunder is to pay the fees and expenses pursuant to the provisions hereof. The Consultant is responsible for the withholding and payment of all Federal, State and Local income, unemployment, F.I.C.A. or wage taxes and all amounts required for Workers/Workmen's Compensation Act or industrial insurance coverage and any and all other taxes or assessments required to be paid by the Consultant as an employer.

A.5 SELECTION OF PERSONNEL

- A. When personnel categories or classifications are listed, the Consultant must provide resumes of individuals proposed to be furnished and obtain the written approval of the SRR Purchasing Representative prior to furnishing or utilizing

such personnel under the Subcontract. In addition, at the option of SRR, personal interviews may be required prior to utilizing any individual under the Subcontract. SRR shall not be obligated to reimburse the Consultant for the services of any individual utilized without complying with this requirement.

- B. When individuals are listed by name, no substitution will be acceptable without a formal written modification to the Subcontract.

A.6 PAYMENT

- A. Payment will be made once monthly upon the receipt of a satisfactory invoice specifying classification(s) or individual(s) charged, the days or portions thereof spent by each in rendering the services described in the Subcontract, and a copy of a detailed expense report from each individual charged, accompanied by receipts for charges in excess of \$25.00, detailing travel and living expenses where travel was involved. Payment terms will be net thirty days.
- B. SRR may withhold final payment hereunder until patent clearances covering the Consultant under the Subcontract have been granted by the Department.
- C. Overpayments. If Consultant becomes aware of a duplicate invoice payment or that SRR has otherwise overpaid on an invoice payment, the Consultant shall immediately notify SRR and request instructions for disposition of the overpayment.

A.7 PAYMENT BY ELECTRONIC FUNDS TRANSFER

- A. Method of Payment.
 - (1) All payments by SRR under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event SRR is unable to release one or more payments by EFT, Consultant agrees to either:
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request SRR to extend payment due dates until such time as SRR makes payment by EFT.
- B. Mandatory Submission of Consultant's EFT Information.

Consultant is required to provide SRR with the information required to make payment by EFT. Consultant shall provide this information directly to the office designated in this Subcontract, on forms provided by SRR, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Consultant's EFT information. In the event that the EFT information changes, Consultant shall be responsible for providing the updated information to the designated office.

- C. Mechanisms for EFT Payment.

SRR may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

- D. Suspension of Payment.

- (1) SRR is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Consultant. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract.
- (2) If the EFT information changes after submission of correct EFT information, SRR shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Consultant may request that no further payments be made until the updated EFT information is implemented by the payment office.

- E. Payment Information.

On the day payment on Consultant's invoice is due, SRR will issue instructions to its bank to transfer payment to Consultant, and will also send a FAX to Consultant explaining the details to support the payment.

- F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRR used the Consultant's EFT information incorrectly, SRR remains responsible for --
 - (i) making a correct payment; and
 - (ii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Consultant's EFT

information was incorrect, or was revised within 30 days of SRR release of the EFT payment transaction instructions to the bank, and --

- (i) if the funds are no longer under the control of the payment office, SRR is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds; or
- (ii) if the funds remain under the control of the payment office, SRR shall not make payment and the provisions of paragraph D shall apply.

A.8 PROFESSIONAL CONDUCT

- A. The Consultant certifies that at this time, there does not exist any actual or potential conflict between its private interests, including corporate stock holdings, and its services under the Subcontract for SRR, including a situation where the Consultant is working for or advising a company performing work or proposing to perform work for SRR which relates to the work of the Consultant. The Consultant will, in the event of a change in either its private interests or services under the Subcontract, discuss with SRR any possible conflict of interests which may arise as a result of such change.
- B. The Consultant warrants that any personnel provided under the Subcontract are not an employee of an organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with the Department, and that they will not accept such employment during the term of the Subcontract unless approved in writing by SRR. For breach or violation of this warranty, SRR shall have the right to terminate the Subcontract without liability and the Consultant agrees to repay any and all remuneration received under the Subcontract.
- C. Prior to entering the Subcontract, the Consultant agrees to give notice to SRR of any other firm or firms with whom it has existing professional service agreements, and agrees to give immediate notice of any other firm or firms with whom enters into professional service agreements during the life of the Subcontract.
- D. The Consultant certifies that it has no other agreements in regard to inventions and discoveries in effect with an employer or with anyone else which will conflict with the conditions of the Subcontract.
- E. The Consultant agrees to be bound by and to comply with SRR rules of conduct while on SRR premises including the policy on reporting

Employee Concerns and will require all personnel to be bound by and to comply with such rules also.

- F. All "certification", "agreement", etc., required of the Consultant under this Article 7 shall additionally be required of all personnel provided under the Subcontract.

A.9 ASSUMPTION OF RISK AND INDEMNIFICATION

- A. Assumption of Risk.
The Consultant assumes all risk of property loss, of damage, and of personal injury or death which may be sustained by the Consultant(s)' employees and/or subcontractors as a result of performing the work and services required under the Subcontract. The Consultant also assumes entire responsibility and liability for losses, expenses, damages, demands, and claims by third parties arising out of any injury or including death or alleged injury of any person, or damage or alleged damage to property, sustained or alleged to have been sustained as a result of or arising out of the fault or negligence of employees and/or subcontractors in the performance of the work or services.
- B. Indemnification.
The Consultant will indemnify and save harmless SRR, the Government, its agents and employees, from and against any and all claims, demands, actions, suits, damages, expenses, including attorney's fees, and liabilities whatsoever including but not limited to actions and claims brought under a Worker's/Workmen's Compensation Act or industrial insurance statute provided however that nothing herein shall require the indemnification for injury or death or damage to property caused by the negligence of SRR or the Government.
- C. Insurance.
 - (1) The Consultant shall procure and thereafter maintain at its own expense, the following insurance:
 - (i) Workers' Compensation and Employer's Liability.
Limits of Liability: Workers' Compensation: Statutory limits in the jurisdiction wherein the work is to be performed.
Employer's Liability: A minimum of \$1,000,000
 - (ii) Comprehensive general liability including bodily injury and property damage.
Limits of Liability: A minimum of \$1,000,000 Combined Single Limit.

Endorsements: SRR and the Government to be endorsed as Additional Insured.

Contractual Liability: Shall include all coverage endorsed on the basic policy.

- (iii) Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired.

Limits of Liability: \$1,000,000 Combined Single Limit

Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

- (2) Certificates of insurance evidencing that the requirements of this Article have been met shall be furnished to SRR before work is commenced with respect to performance under this Order. In addition, a copy of the policy endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1)(ii) above), naming SRR and the Government as "Additional Insured", shall be submitted with the certificate of insurance. Provisions shall be made for thirty days advance notice by mail to SRR of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to SRR.
- (3) In the event the Consultant fails to furnish such Certificates of Insurance, as required in paragraph 2 hereinabove, prior to commencement of work or to continue to maintain such insurance during the performance of the Subcontract, SRR shall have the right to stop work and/or to withhold any payments or partial payments required to be made under the Subcontract; and shall have the right to continue withholding any or all of said payments so long as the Consultant has not complied with the requirements of this Article.
- (4) On subcontracts involving blasting or other hazardous operations, the Consultant's insurance shall specifically state that all blasting or such other hazardous operations are fully covered.
- D. Consultant agrees to comply with and require its Subcontractors to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease,

occupational safety and health, or withholding and payment of social security and federal and state income taxes. Consultant further agrees to indemnify SRR and the Government against, and to save and hold harmless SRR and the Government from, any and all liability and expense with respect to claims against SRR or the Government which may result from the failure or alleged failure of Consultant or of any of its Subcontractors to comply therewith.

A.10 DISPUTES

- A. Consultant shall not be entitled to and neither SRR nor the Government shall be liable to the Subcontractor or its lower tier suppliers or subcontractors for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.
- C. During a pending dispute, the Consultant shall proceed diligently with performance of all terms of this Order. The Consultant's consent to so proceed shall not restrict or otherwise affect the Consultant's right to contest any claim.

A.11 CHANGES

- A. SRR may at any time, by a written change notice from the SRR and Materials Management Department, and without notice to the sureties, if any, make changes, within the general scope of the Subcontract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work

under the Subcontract, whether changed or not changed by the Subcontract, SRR shall make an equitable adjustment in the Subcontract price,

- (1) The time of performance or delivery schedule or both; and
 - (2) Other affected terms of the Subcontract, and shall modify the Subcontract accordingly. Any proposal by Consultant for adjustment under this article, together with such supporting information as SRR may require, must be submitted in writing within 30 days from the date of receipt by the Consultant of the notification of change; provided however, that SRR, if it decides that the facts justify such action, may receive and act upon any such proposal for adjustment at any time prior to final payment under the Subcontract. Where the cost of property made obsolete or excess as a result of a change is included in Consultant's proposal for adjustment, SRR shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the article entitled "Disputes". However, nothing herein shall excuse Consultant from proceeding with the Subcontract as changed.
- B. Any changes, extras or additional work made or performed by Consultant without the prior written approval of the SRR and Materials Management Department shall be at the sole risk and expense of the Consultant, there being no financial recourse against SRR or the Government whatsoever.
- C. Consultant shall not substitute other equipment or materials for those specified in the Subcontract, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written consent or SRR.
- D. If any change under this Article causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any part of the work under the Subcontract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph B of this Article shall be made for any costs incurred more than twenty days before the Consultant gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Consultant in attempting to comply with

the defective specifications.

- E. The Consultant must assert its right to an adjustment under this Article within 30 days after:
- (1) receipt of a written change order under paragraph A of this Article, or
 - (2) the furnishing of a written notice under paragraph B of this Article, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph B above.
- F. No proposal by the Consultant for an equitable adjustment shall be allowed if asserted after final payment under the Subcontract.

A.12 COMPLIANCE

Consultant shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Subcontract. Except as otherwise directed by SRR, Consultant shall procure without additional expense to SRR, all necessary permits or licenses.

A.13 RIGHTS TO PROPOSAL DATA

Except for the technical data contained on those pages of Consultant's proposal which are specifically identified in the Subcontract with specific reference to this article and asserted by Consultant as being proprietary data, it is agreed that, as a condition of the award of the Subcontract and notwithstanding the provisions of any notice appearing on the proposal or elsewhere, SRR and the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which the Subcontract is based.

A.14 TERMINATION

SRR may, by written notice, terminate the Subcontract in whole or in part, when it is in SRR's interest to do so. If the Subcontract is so terminated, SRR shall be liable for payments only as specified in the Article entitled "Schedule of Rates" for services performed before the effective date of termination.

A.15 PERSONAL SERVICES

- A. It is the intent of the parties of the Subcontract that the work and services provided for herein shall be performed personally by the Consultant personnel who are assigned by the Consultant except that incidental services such as secretarial

and clerical assistance may be performed by others when requested by the Consultant. Except for such incidental assistance, any services provided for herein may not be performed by persons other than a consultant unless written approval for such performance is given by SRR.

- B. It is understood that SRR shall not be liable for any claims for work performed under or in connection with the Subcontract by persons other than the Consultant.

A.16 ASSIGNMENT

SRR may assign the Subcontract, in whole or in part, to the Department, or to such Consultant as the Department may designate to perform SRR's obligations hereunder. Upon receipt by the Consultant of written notice that the Department or a Consultant so designated by the Department has accepted an assignment of the Subcontract and assumed such obligations, SRR shall be relieved of all responsibility hereunder and the Consultant shall thereafter look solely to such assignee for performance of SRR's obligations. SRR may also assign any claims hereunder to the Department. The Consultant shall not assign the Subcontract or any interest therein, nor claims thereunder, nor subcontract any portion of the work to be performed without the prior written consent of SRR or SRR's assignee.

A.17 THIRD PARTIES

Nothing in the Subcontract, or its amendments, shall be construed to grant, vest or allow any right to be given to any employee or other third party, excluding the Department, or to the legal representative, heirs, assigns, or successors of any of them, as a third party beneficiary. This provision is not intended to limit or impair the rights which any person may otherwise have under applicable Federal statutes or which are granted or reserved to the Government in the Subcontract.

A.18 CONFIDENTIALITY OF INFORMATION

- A. To the extent that the work under the Subcontract requires that the Consultant and Consultants are given access to confidential or proprietary business, technical or financial information belonging to the Government, SRR or other companies, the Consultant shall, after receipt thereof, treat such information to its own use or to disclose such information as confidential and agrees not to appropriate such information to third parties unless specifically authorized by SRR or the Contracting Officer in writing. The foregoing obligations, however,

shall not apply to:

- (1) Information which, at the time of receipt by the Consultant, is in public domain;
 - (2) Information, which is published after receipt thereof by the Consultant or otherwise, becomes part of the public domain through no fault of the Consultant;
 - (3) Information, which the Consultant can demonstrate, was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies;
 - (4) Information, which the Consultant can demonstrate, was received by it from a third party that did not require the Consultant to hold it in confidence.
- B. The Consultant shall obtain the written agreement, in a form satisfactory to SRR, of each Subcontractor and other employee permitted access, whereby the Subcontractor and employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Consultant's organization directly concerned with the performance of the Subcontract.
- C. The Consultant agrees, if requested by the SRR or the Government, to sign an agreement identical, in all material respects, to the provisions of this article, with each company supplying information to the Consultant under the Subcontract, and to supply a copy of such agreement to SRR. From time to time upon request of SRR, the Consultant shall supply SRR with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Consultant received such information.
- D. The Consultant agrees that upon request by DOE or SRR, it will execute a DOE-approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or SRR Consultant personnel shall also sign such an agreement.

A.19 DEFAULT

- A. (1) SRR may, subject to paragraphs C and D below, by written notice of default to Consultant, terminate the Subcontract in whole or in part if Consultant fails to:
- (i) To perform the services within the time specified in the Subcontract or any extension;
 - (ii) Make progress, so as to endanger

- performance of the Subcontract (but see subparagraph A (2) below); or
- (iii) Perform any of the other provisions of the Subcontract (but see subparagraph A (2) below).
- (2) SRR's right to terminate the Subcontract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if Consultant does not cure such failure within ten days (or more if authorized in writing by SRR) after receipt of the notice from SRR specifying the failure.
- B. If SRR terminates the Subcontract in whole or in part, it may acquire, under the terms and in the manner SRR considers appropriate, services similar to those terminated, and Consultant will be liable to SRR for any excess costs for those services. However, Consultant shall continue the Work not terminated.
- C. Except for defaults of Subcontractors at any tier, the Consultant shall not be liable for any excess costs if the failure to perform the Subcontract arises from causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include
- (1) Acts of God or of the public enemy,.
 - (2) Acts of the Government in either its sovereign or contractual capacity.
 - (3) Fires.
 - (4) Floods.
 - (5) Epidemics.
 - (6) Quarantine restrictions.
 - (7) Strikes.
 - (8) Freight embargoes.
 - (9) Unusually severe weather, in each instance the failure to perform must be beyond the control and without the fault or negligence of Consultant.
- D. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both Consultant and the Subcontractor and without the fault or negligence of either, Consultant shall not be liable for any excess costs for failure to perform, unless the subcontracted services were obtainable from other sources in sufficient time for Consultant to meet the required delivery schedule.
- E. If, after termination, it is determined that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of SRR.
- F. The rights and remedies of SRR in this article are in addition to any other rights and remedies provided by law or under the Subcontract.

A.20 FOREIGN TRAVEL

- A. Foreign travel, when charged directly, shall be subject to the prior approval of SRR for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
- B. Request for approval shall be submitted at least sixty days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable, include a notification of proposed foreign nation travel.
- C. Subcontractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any official version of the order in effect at the time of award.

A.21 GENERAL

- A. The Consultant has no authority whatever, express or implied, by virtue of the Subcontract to commit SRR in any way to perform in any manner or to pay money for service or material.
- B. The Subcontract will be void and without binding effect on SRR if the Subcontract covers named individuals and any individual named in Article 4 hereof is a candidate for federal, state or local political office or holds any such office, unless and until it has been separately approved by the General counsel or SRR or designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant hereto (which are hereby incorporated herein and made a part hereof as executed) and the parties are not bound by any agreements, understandings or conditions otherwise as expressly set forth herein or in any schedule incorporated herein.
- D. The terms of the Subcontract and of any schedule executed pursuant hereto and incorporated therein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent that there is a conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated herein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors or permitted assigns.
- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors or permitted assigns.
- G. In the event of an inconsistency between

provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:

- (1) Purchase order.
- (2) These General Provisions.
- (3) Statement of work.
- (4) Other provisions of this Order, whether incorporated by reference or otherwise.

- H. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.

A.22 LIMITATION OF FUNDS

(NOTE: This article is applicable only if the Subcontract is partially funded.)

- A. Of the total price of the Subcontract, the sum of \$_____ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Consultant agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRR article of the Subcontract, the total amount payable by SRR (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRR article would, in the exercise of reasonable judgment by the Consultant, approximate the total amount at the time allotted to the Subcontract. The Consultant is not obligated to continue performance of the work beyond that point. SRR is not obligated in any event to pay or reimburse the Consultant more than the amount from time to time allotted to the Subcontract, anything to the contrary in the Termination For Convenience of SRR article notwithstanding.
- C. (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until_____.
(2) If funds allotted are considered by the Consultant to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Consultant shall notify SRR in writing when within the next sixty days the work will reach a point at which, if the Subcontract is terminated

pursuant to the Termination For Convenience of SRR article of the Subcontract, the total amount payable by SRR (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRR article will approximate 75 percent of the total amount then allotted to the Subcontract.

- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it.
(ii) The Consultant shall, sixty days in advance of the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, advise SRR in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C (3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, SRR shall, upon the Consultant 's written request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRR article.
- D. When additional funds are allotted from time to time for continued performance of the work under the Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- E. If, solely by reason of SRR's failure to allot additional funds in amounts sufficient for the timely performance of the Subcontract, the Consultant incurs additional costs or is delayed in the performance of the work under the Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of

the work to be performed.

- F. SRR may at any time before termination, and, with the consent of the Consultant, after notice of termination, allot additional funds for the Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRR under the default article of the Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under the Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRR to terminate the Subcontract pursuant to the Termination for Convenience of SRR article of the Subcontract.

A.23 TAX WITHHOLDING FOR NONRESIDENTS

- A. Withholdings required by section 12-8-550 below do not apply to payments on orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to suppliers and subcontractors that are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where an order or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) SRR will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. SRR will withhold as required by law.
- D. The above withholdings will not be made provided the Consultant presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

A.24 SECURITY

(Applicable if under the terms of this subcontract Consultant's employees will be required to possess access authorizations (L or Q Security Clearance).)

A. Responsibility.

It is the Consultant's duty to safeguard all classified information, special nuclear material, and other DOE/SRR property in its possession. The Consultant shall, in accordance with DOE/SRR security and counterintelligence regulations and requirements, be responsible for safeguarding all classified, unclassified sensitive and proprietary information and protecting against sabotage, espionage, loss and theft of the classified, unclassified sensitive and proprietary matter in the Consultant's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Consultant shall, upon completion or termination of this Subcontract, transmit to SRR any classified, unclassified sensitive and proprietary matter in the possession of the Consultant or any person under the Consultant's control in connection with performance of this Subcontract. If retention by the Consultant of any classified, unclassified sensitive, and proprietary matter in the Consultant's possession is required after the completion or termination of the Subcontract and such retention is approved by the SRR Purchasing Representative, the Consultant shall complete a certificate of possession to be furnished to SRR specifying the classified, unclassified sensitive, and proprietary matter in the Consultant's possession are to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the SRR Purchasing Representative, the security provisions of this Subcontract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of this Subcontract.

B. Regulations.

The Subcontractor agrees to comply with all security and counterintelligence regulations and requirements of DOE/SRR in effect on the date of award of this order.

C. Definition of Classified Information.

The term "Classified Information" means Restricted Data, Formerly Restricted Data, or National Security Information.

D. Definition of Restricted Data.

The term "Restricted Data" means all data concerning:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or
- (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

E. Definition of Formerly Restricted Data.

The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142d. of the Atomic Energy Act of 1954, as amended.

F. Definition of National Security Information.

The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Executive Orders to require protection against unauthorized disclosure, and which is so designated.

G. Definition of Special Nuclear Material (SNM).

SNM means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

H. Security Clearance of Personnel.

The Consultant shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and DOE/SRR regulations or requirements applicable to the particular level and category of classified information to which access is required.

I. Criminal Liability.

It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Consultant or any person under the Consultant's control in connection with work under this Subcontract, may subject the Consultant, its agents, employees,

or Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356).

J. Foreign Ownership, Control or Influence.

- (1) The Consultant shall immediately provide SRR written notice of any changes in the extent and nature of FOCI over the Consultant which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to SRR.
- (2) In those cases where a Consultant has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Department of Energy shall consider proposals made by the Consultant to avoid or mitigate foreign influences.
- (4) If the cognizant security office at any time determines that the Consultant is, or is potentially, subject to FOCI, the Consultant shall comply with such instructions as the Contracting Officer/SRR shall provide in writing to safeguard any classified information or special nuclear material.
- (5) Information submitted by the Consultant or any affected lower tier Subcontractor as required pursuant to this clause shall be treated by SRR/DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- (6) SRR may terminate this Subcontract for default either if the Consultant fails to meet obligations imposed by this article, e.g., provide the information required by this article, comply with SRR/DOE instructions about safeguarding classified information, or make this article applicable to lower tier Subcontractor's or if, in SRR's judgment, the Consultant creates a FOCI situation in order to avoid performance or a termination for default. SRR may terminate this Subcontract for convenience if the Consultant becomes subject to FOCI and for reasons other than avoidance of performance of the Subcontract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

- K. Consultant agrees to insert terms that conform substantially to the language of this article including this paragraph in all lower tier Subcontracts under this Subcontract that will require Consultant employees to possess access authorizations for access to classified information or special nuclear material. Additionally, the Consultant shall require such lower tier subcontractors to have an existing DOE or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract) prior to award or a lower tier Subcontract. Such subcontracts shall not be awarded until the Consultant is notified that the proposed lower tier subcontractors have been cleared. Information to be provided by a lower tier subcontractor pursuant to this clause may be submitted directly to the DOE Contracting Officer. For purposes of this Article, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this Article is included in a lower tier subcontract the term "Consultant" shall mean subcontractor and the term "subcontract" shall mean lower tier subcontract.

A.25 COUNTERINTELLIGENCE

(NOTE: This article applies if the Subcontract involves access to classified matter.)

- A. The Consultant shall take all reasonable precautions in the work under this subcontract to protect SRR/DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- B. The Consultant is responsible for compliance with counterintelligence (CI) requirements as detailed in the Contractor Requirements Documents (CRD), DOE Order 475.1. The DOE Office of Counterintelligence, Southeast Region (OCI-SER) is the servicing CI office for the Liquid Waste Contract, Savannah River Site. The Consultant will provide OCI-SER personnel direct access to senior management. The

Consultant will ensure OCI-SER has appropriate access to all records, facilities, operational activities, security information, Information Technology systems, and databases necessary to perform CI official duties. The Consultant shall immediately report targeting, suspicious activity and other CI concerns to the OCI-SER and support the conduct of investigations about incidents of CI concern.

A.26 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this order, the Consultant is responsible for complying with the following requirements and for flowing down all requirements to lower tier subcontractors.

- A. The Consultant ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE M 471.1-1, Chapter II). Consultant may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Consultant ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE M 471.1-1, Chapter II. Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRR Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE M 471.1-1, Chapter II. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Consultant disposition of other classified material or data. If the above disposal methods are not available to the Supplier, the Consultant may return the UCNI matter to the STR for disposition, with the prior approval of the STR.
- D. The Consultant shall report to the SRR Security Office or the SRR Purchasing Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that contain UCNI, the Consultant shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper

review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Consultant's Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.

- F. If the Consultant has a formally designated Classification Officer, the Classification Officer-
- (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and lower tier suppliers and maintains a current list of all Reviewing Officials; and
 - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the Consultant has no formally designated Classification Officer, the Consultant submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

A.27 RESERVED

A.28 FITNESS FOR DUTY AND WORKPLACE SUBSTANCE ABUSE PROGRAM

SRR expects that Consultant and lower tier subcontractor employees who will perform work on-site will be physically and mentally fit to meet the requirements of the job descriptions for labor under this Purchase Order/Agreement. SRR has absolute authority to reject said employees who are not fit for duty or manifest their unfitness after performing work, and Consultant and lower tier subcontractors will immediately replace said employees as a condition of this Purchase Order/Agreement.

A. Fitness for Duty.

- (1) (i) The Consultant shall advise employees and the employees of lower tier subcontractors and agents that it is the policy of SRR to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any off-Site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical

reasons. Any Consultant employee who is found in violation of the policy may be removed or barred from the site.

- (ii) The Consultant agrees to advise its employees and the employees of lower tier subcontractors of the above policy prior to assignment to the Site and to maintain documentation that such advise has been given.
- (2) SRR will collect urine specimens when Consultant employees are processed for badging. SRR will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Consultant will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Consultant then agrees to promptly remove such individual from the Savannah River Site and return the badge to the SRR Subcontractor Badge Office.
 - (3) The Consultant agrees to secure the written consent of employees to release results of urine tests to the designated SRR representative. SRR agrees to use such results solely in connection with its decision as to whether to permit a Consultant employee, lower tier subcontractor employee or agent to access Savannah River Site property.
 - (4) SRR will also conduct for-cause and random drug and alcohol testing on all employees badged by SRR. The Consultant agrees to comply with and secure the compliance of its employees and employees of lower tier subcontractors with this testing. In the event of "positive" findings, the Consultant agrees to promptly remove such individual from the Savannah River Site and return his or her badge to the SRR Subcontractor Badging Office.
 - (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Consultant's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by a Subcontractor's Representative.
- B. **Suitability for Employment.**
- (1) Consultant employees, including employees of lower tier subcontractors, who are to be badged to permit Savannah River Site access, must successfully complete Suitability for Employment process. As part of this process, the Consultant agrees to

advise its employees and employees of lower tier subcontractors that they will be required to complete certain forms which authorize background investigations. These forms shall be submitted during the badging process.

- (2) Employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Consultant's employee subsequently fails to successfully complete the background investigation, the Consultant agrees to promptly remove such individual from the site and to return the badge to the SRR Subcontractor Badging Office.
- (3) Consultant agrees to advise its employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advise has been given.

A.29 BADGING REQUIREMENTS

A. Photo Badge.

- (1) Employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Consultant employees and any lower tier subcontractor employees must be processed through SRR's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.
- (2) Consultant employees and any lower tier subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, "Questionnaire for Non-Sensitive Positions", and form OF 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRR Internet Home Page at http://www.srs.gov/general/busiops/PMMD/general_provisions.htm
- (3) Consultant will observe the following badging procedure for processing employees through employment and security orientation:
 - (i) A minimum of two working days prior to the start of the badging and orientation process, Consultant shall

transmit the following information to the STR (or the End User if an STR is not appointed for this order):

- Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
- (ii) Consultant employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled "Workplace Substance Abuse Programs.")
 - (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.
 - (iv) The orientation and badging process will take approximately four (4) hours.
- (4) The maximum duration that Consultant employees will be issued a site access badge is one (1) year. Consultant employees requiring a new badge will report to the Badge Office and repeat the badging process.
 - (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.

B. Temporary Badge. (Typically for visitors and short term personnel.)

- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
- (2) Two working days prior to the need date, Consultant shall transmit the following information to the STR/End User:

- Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
- (3) The Assigned Competent Person (ACP) (Consultant or SRR employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the subcontractors accepted Worker Protection Plan or SRR's Focused Observation Database if a WPP is not required by the terms of this order.
- (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
- (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.
- (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.
- C. Identity Verification.
- (1) In order to receive a photo or temporary badge for entry to SRS, Consultant/subcontractor employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the SRR Internet Home Page at http://www.srs.gov/general/busiops/PMMD/general_provisions.htm). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID. .
- (2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc assigned escorts, or by Assigned Competent Persons (SRR or Consultant).

- D. If the Consultant or any lower tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Consultant shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

A.30 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

(The following terms are applicable if performance of this Order will require the Supplier/Subcontractor/Consultant employee(s) to perform work on SRS premises for more than ten (10) working days.)

A. General Employee Training (GET).

- (1) The Consultant shall inform his employees and the employees of his lower tier subcontractors and agents that it is the policy of Savannah River Remediation to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) Successful Completion Required
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.
- (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
- (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a

calendar year, and additional training is not required as determined by SRR.

- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by SRR.

(3) Successful Completion Defined

Successful completion occurs when the individual:

- (i) is scheduled for GET,
- (ii) attends the GET session,
- (iii) obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
- (iv) properly completes all documents (rosters, exam answer sheet, etc.).

(4) Unsuccessful Completion Defined

If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.

(5) Scheduling for GET

The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.

(6) Records

GET records will be maintained by SRR.

B. Annual Refresher Training.

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The Consultant is responsible for scheduling its employees for this training. The STR may be contacted for assistance.

- C. Upon providing proof of successful completion of GET either at another DOE facility, or while employed by a firm other than the Consultant under this Order, the employee will not be required to repeat this training.

A.31 SECURITY EDUCATION REQUIREMENTS FOR CONSULTANTS

(This Article is applicable if performance of the Subcontract will require the Consultant/Consultant's employee(s) to receive a security badge.)

A. Subcontractor Security Education Coordinator

- (1) If the Subcontract will require a force of more than thirty (30) subcontract employees to receive a badge, then the Consultant shall provide to the SRR Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Consultant Security Education Coordinator (SSEC).
- (2) If the Subcontract will require that less than thirty (30) subcontract employees to receive a badge, then the SRR Subcontract Technical Representative (STR) will perform the activities discussed herein.

B. Company Roster.

The SSEC will be responsible for providing the STR with a roster of all subcontract personnel receiving a badge. At a minimum the data shall include name, social security number, work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty-(60) days.

C. Initial Briefing.

The SSEC will ensure that all subcontract personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing is shown during General Employee Training. This briefing consists of a videotape shown during GET, or at the time of badging for those individuals not required to attend GET.

D. Comprehensive Briefing.

If Consultant personnel have a clearance at the inception of the Subcontract, or receive a clearance at any time during the course of the Subcontract, the SSEC/STR will ensure that those Consultant employees receive a Comprehensive Briefing from SRR.

E. Annual Refresher Briefing.

The SSEC/STR shall ensure that all Consultant employees receive, at least once in a twelve (12) month period, an Annual Security Refresher briefing from SRR. This briefing is provided during GET Refresher Training.

F. Foreign Travel Briefing.

If a Consultant employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for

ensuring that the individual receives a Foreign Travel Briefing from SRR before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination.

The Consultant is responsible for ensuring that badges are returned or accounted for when a Consultant employee terminates employment or when the Subcontract is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the SRR STR.

H. Termination Briefing.

When a Consultant employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by SRR is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRR.

A.32 CONSULTANT'S LIABILITY FOR FINES AND PENALTIES

- A. Consultant is liable to SRR for fines and penalties assessed by any governmental entity against SRR or DOE as a result of Consultant's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.
- B. Consultant shall indemnify, defend and hold harmless SRR and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against SRR or DOE.

A.33 FOREIGN NATIONALS

(As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.)

- A. The Consultant shall obtain the approval of SRR, in writing, prior to any visit to a DOE or SRR facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term

"visit" also includes officially-sponsored attendance at a DOE or SRR event off-site from the DOE/SRR facility, but does not include off-site events and activities open to the general public. Consultant should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRR Purchasing Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRR Purchasing Representative.

- B. In addition, the Consultant shall obtain the approval of the SRR Purchasing Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRR Subcontract, and who have no knowledge that their activities are associated with SRR Subcontract work, are exempt from the above.

A.34 JOINT INTELLECTUAL PROPERTY RIGHTS

- A. "Joint Intellectual Property Rights" shall mean any work under the subcontract, which:
- (1) Results from the involvement of at least one employee/participant from each of SRR and the Consultant; and
 - (2) The subject matter of which is capable of protection under domestic or foreign law, including but not limited to, patents, copyrights, trademarks, or mask works.
- B. As to Joint Intellectual Property Rights, in which SRR has a joint ownership interest, the Consultant agrees to negotiate in good faith with SRR a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

A.35 SCIENTIFIC AND TECHNICAL INFORMATION

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
- (1) Text will be submitted in native software (that is compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).

- (2) Embedded objects and files that are linked to a document must be supplied as well, as follows:
 - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution>100 dpi.
 - (ii) Vector art (for example, line art) will be submitted as EPS images.
 - (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

A.36 BANKRUPTCY

If the Consultant enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the SRR Purchasing Representative within five (5) days of initiating the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the SRR Subcontract/Order Numbers for which final payment has not been made.

A.37 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(Article applies if employees of Consultant will require physical access to DOE-owned or leased facilities.)

- A. The performance of this Subcontract requires that employees of the Consultant have physical access to DOE-owned or leased facilities. The Consultant understands and agrees that DOE has a prescribed process with which the Consultant and its employees must comply in Subcontract to receive a security badge that allows such physical access. The Consultant shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for an employee obtaining a security clearance.
- B. The Consultant shall assure:
 - (1) Compliance with procedures established by DOE and SRR in providing its employees with any forms directed by DOE or SRR;
 - (2) Employees properly complete any forms;
 - (3) Employees submit the forms to the person designated by the SRR Representative;
 - (4) Employees cooperate with DOE and SRR officials responsible for granting access to DOE-owned or leased facilities; and
 - (5) Employees provide additional information requested by those DOE/SRR officials.
- C. The Consultant understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently

determines that access may be granted. Upon notice from DOE or SRR that an employee's application for a security badge is or will be denied, the Consultant shall promptly identify and submit the appropriate forms for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Subcontract or any Consultant claim against DOE or SRR.

- D. The Consultant shall return to the SRR Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Consultant's employee(s) upon:
 - (1) Termination of this Subcontract;
 - (2) Expiration of this Subcontract;
 - (3) Termination of employment on this Subcontract by an individual employee; or
 - (4) Demand by DOE/SRR for return of the badge
- E. The Consultant shall include this clause, including this paragraph E. in any lower tier Subcontract, awarded in the performance of this Subcontract, in which an employee(s) of the lower tier subcontractor will require physical access to DOE-owned or leased facilities

A.38 RESERVED

A.39 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

- A. "Contract" means this Subcontract or Purchase Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Consultant" means the party to whom this Subcontract or Purchase Order is awarded (except in instances when it is not applicable or appropriate).
- C. "Government" means SRR (except in instances when it is not applicable or appropriate).
- D. "Contracting Officer" means the Representative of SRR.
- E. "Sub-tier Subcontractor" means any party entering into an agreement with the Consultant or any lower tier subcontractor for the furnishing of supplies or services required for performance of this Subcontract.

This Subcontract or Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full

text. Upon request, SRR will make their full text available.

***A.40 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

DEAR 952.250-70

***A.41 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

DEAR 952.204-70

NOTE: This article applies if the Subcontract involves access to classified matter.

***A.42 EQUAL OPPORTUNITY (MAR 2007)**

FAR 52.222-26

***A.43 CONVICT LABOR (JUN 2003)**

FAR 52.222-3

***A.44 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

FAR 52.222-1

***A.45 INTEREST (JUN 1996)**

FAR 52.232-17, with the addition of a paragraph (d) to read as follows: "(d) No interest is payable to the Consultant for any claim or voucher the Consultant may submit for payment except as specifically imposed by a Court on any judgment obtained by the Consultant or as otherwise provided herein".

***A.46 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

NOTE: This Article applies only with respect to work to be performed on-Site.

DEAR 952.203-70

***A.47 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (2006)**

FAR 52.225-11

***A.48 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997)**

DEAR 952.227-13

Article applies if award is to other than a Small Business Concern or Non-Profit Organization

***A.49 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM (FEB 1995))**

DEAR 952.227-11

Article applies if award is to a Small Business Concern or Non-Profit Organization

***A.50 RIGHTS IN DATA – GENERAL (JUN**

1987)

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.51 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.52 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

FAR 52.227-16

***A.53 PRINTING (APR 1984)**

DEAR 952.208-70

NOTE: Applies if this Subcontract may require printing (as the term is defined in Title I of the U.S. Government Printing and Binding Regulations).

***A.54 PRIVACY ACT (APR 1984)**

FAR 52.224-1 and 52.224-2

***A.55 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

FAR 52.204-9

Note: Applies if Consultant requires routine access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

***A.56 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**

FAR 52.215-15

***A.57 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**

FAR 52.215-18

***A.58 COMBATING TRAFFICKING IN PERSONS (AUG 2007))**

FAR 52.222-50

SECTION B

SECTION B ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$3,000.

(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***B.1 BUY AMERICAN ACT- -SUPPLIES (JUN 2003)**
FAR 52.225-1

***B.2 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**
FAR 52.222-54

SECTION C

SECTION C ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$10,000.

(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***C.1 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
FAR 52.222-36

***C.2 PATENT INDEMNITY (APR 1984)**
FAR 52.227-3

***C.3 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
FAR 52.222-21

SECTION D

SECTION C ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$25,000.

D.1 REPORTING OF ROYALTIES

If any royalty payments are directly involved in the Subcontract or are reflected in the process or charges under the Subcontract, Consultant agrees to report in writing to SRR during the performance of the Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of the Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or SRR of any individual payments or royalties shall not preclude the Government or SRR at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payment is made.

(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***D.2 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONSULTANTS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**
FAR 52.209-6

SECTION E

SECTION E ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$100,000.

(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***E.1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) ALTERNATE I**
DEAR 952.209-72
(Note: This Article is applicable only if for Advisory & Assistance Services.)

***E.2 AUTHORIZATION AND CONSENT (JUL 1995)**
FAR 52.227-1

***E.3 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**
DEAR 970.5227-5

***E.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**
FAR 52.203-12

***E.5 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2004)**
FAR 52.219-8

***E.6 INTEGRITY OF UNIT PRICES (OCT 1997)**
FAR 52.215-14

***E.7 ANTI-KICKBACK PROCEDURES (JUL 1995)**
FAR 52.203-7

***E.8 RESTRICTIONS ON
SUBCONTRACTOR SALES TO THE
GOVERNMENT (JUL 1995)**

FAR 52.203-6

***E.9 CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT -
OVERTIME COMPENSATION (JUL
2005)**

FAR 52.222-4

***E.10 PREFERENCE FOR PRIVATELY
OWNED U.S.-FLAG COMMERCIAL
VESSELS (FEB 2006)**

FAR 52.247-64

***E.11 TOXIC CHEMICAL RELEASE
REPORTING (AUG 2003)**

FAR 52.223-14

***E.12 NOTIFICATION OF EMPLOYEE
RIGHTS CONCERNING PAYMENT OF
UNION DUES OR FEES (DEC 2004)**

FAR 52.222-39

***E.13 EQUAL OPPORTUNITY FOR SPECIAL
DISABLED VETERANS, VETERANS OF
THE VIETNAM ERA, AND OTHER
ELIGIBLE VETERANS (SEP 2006)**

FAR 52.222-35

***E.14 EMPLOYMENT REPORTS ON SPECIAL
DISABLED VETERANS, VETERANS OF
THE VIETNAM ERA, AND OTHER
ELIGIBLE VETERANS (SEP 2006)**

FAR 52.222-37

SECTION F

**SECTION F ARTICLES APPLY IF THE PRICE
OF THIS ORDER EXCEEDS \$500,000.**

(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***F.1 DISPLACED EMPLOYEE HIRING
PREFERENCE (JUN 1997)**

DEAR 952.226.74

***F.2 SMALL BUSINESS SUBCONTRACTING
PLAN (SEP 2006)**

FAR 52.219-9

(Applies if order exceeds \$550,000)

SECTION G

**SECTION G ARTICLES APPLY ONLY IF
SPECIFIED IN THE ORDER, REGARDLESS
OF ORDER PRICE.**

**G.1 INTEGRATION OF ENVIRONMENT,
SAFETY AND HEALTH INTO WORK
PLANNING AND EXECUTION**

- A. For the purpose of this Article,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) Employees include Consultant and lower tier subcontractor employees.
- B. In performing work under this Subcontract, the Consultant and any lower tier subcontractor(s), shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. All work shall be performed, to include subcontracted work, in compliance with all applicable SRR/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program", and orders, and procedures including related reporting requirements. The Consultant shall exercise a degree of care commensurate with the work and the associated hazards. The Consultant shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Consultant's work planning and execution processes. The Consultant shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Consultant and lower tier subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment

- is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRR and the Consultant. These agreed-upon conditions and requirements of the Subcontract are binding upon the Consultant. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established as an Integrated Safety Management System (ISMS). At a minimum and as required by the Subcontract, elements of the safety management system shall include: the Subcontract; Subcontractor's worker protection plan and task specific plan; and Subcontractor's internal procedures, policies and practices.
- C. The Consultant and any lower tier subcontractor(s) shall manage and perform work in accordance with (i) Article G.2 or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article G.3 or G.4. as indicated applicable to this Subcontract; and (ii) the Safety Management System. Documentation in the Subcontract shall describe how the Consultant will:
 - (1) Define the Work to be performed.
 - (2) Identify and analyze hazards associated with the work.
 - (3) Develop and implement hazard controls.
 - (4) Perform work within controls.
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
 - D. The subcontract shall describe how the Consultant will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Consultant will measure WPP effectiveness.
 - E. The Consultant shall submit to the SRR Purchasing Representative documentation of its WPP for review and acceptance. The SRR Purchasing Representative will establish dates for submittal, discussions, and revisions to the WPP. The SRR Purchasing Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Consultant shall review and update, for SRR acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the subcontract shall be integrated with the Consultant's business processes, as applicable to the Scope of Work contained in this subcontract, for work planning, budgeting, authorization, execution, and change control.
 - F. The Consultant and any lower tier subcontractor(s), shall comply with, and assist SRR in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Consultant shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
 - G. The Consultant shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the subcontract. If the Consultant fails to provide resolution or, if at any time, the Consultant's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the SRR Purchasing Representative may issue an order stopping work in whole or in part. Any stop work order issued by the SRR Purchasing Representative under this Article (or issued by the Consultant to a lower tier subcontractor shall be without prejudice to any other legal or contractual rights of SRR. In the event that the SRR Purchasing Representative issues a stop work order, an order authorizing the resumption of the work may be

issued at the discretion of the SRR Purchasing Representative. The Consultant shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- H. SRR shall hold the Consultant responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any lower tier subcontractor(s).

G.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I

(Compliance by the Consultant with the requirements of this Article G.2 shall satisfy any/all requirements of Article G.1, "Integration of Environment, Safety and Health into Work Planning and Execution", applicable to the scope of work contained in this Subcontract.)

- A. The Consultant, and any lower tier subcontractor(s), shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include lower tier subcontracted work in compliance with all applicable SRR/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program", and orders, and procedures including related reporting requirements. Such procedures provide authority to SRR employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The Consultant shall ensure that its employees, including lower tier subcontractor employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this subcontract. The SRR Purchasing Representative shall notify the Consultant in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Consultant shall immediately take corrective action. In the event that the Consultant fails to take corrective action and comply with said SRR/DOE regulations, requirements and procedures the SRR Purchasing Representative may, without prejudice to any other legal or contractual rights of SRR, issue an order

stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Consultant shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- B. Prior to the start of work under this subcontract, the Consultant shall provide to the SRR Purchasing Representative a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with SRR procedures. In addition, for any tasks identified in the Statement of Work as outside the scope of SRR procedures, the Consultant shall provide to the SRR Purchasing Representative for SRR review and acceptance any appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented. Whenever a significant change or addition is made to such documentation, procedures or manuals, the Consultant shall re-submit the revised document to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Consultant must submit annually to SRR either an update to the documentation, procedures or manuals for acceptance or a letter stating that no changes are necessary in the current accepted documents.
- C. Equipment Safety.
The Consultant shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Consultant shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRR Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Consultant shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRR Home Page at (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm), and provide a copy to the STR.
- D. Assigned Competent Person.

The Consultant shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Consultant personnel seeking temporary badges in support of the Consultant's work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRR Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA.

E. Safety and Health Representative.

The Consultant shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of the requirements in 29 CFR 1910/1926. The Safety Representative shall solicit worker feedback during hazard review meetings, field safety inspections, incident investigations and document same when appropriate, e.g., new hazard requiring additional controls, defective equipment, observation of unsafe condition or behavior.

F. Site Reporting Requirements.

The Consultant shall immediately notify the STR or SRR Representative of any event/condition that may require reporting to DOE. Further, the Consultant shall cooperate with any SRR or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual

231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury.
- (5) Fires/explosions.
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety response.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.)
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures.
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRR meets its commitment for 30 minute notification to appropriate DOE authorities. The Consultant shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Consultant and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

G.3 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE II

(Compliance by the Consultant with the requirements of this Article G.3 shall satisfy any/all

requirements of Article G.1, "Integration of Environment, Safety and Health into Work Planning and Execution", applicable to the scope of work contained in this Subcontract.)

A. The Consultant and any lower tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Consultant and any lower tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The SRR Purchasing Representative shall notify the Consultant in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Consultant shall immediately take corrective action. In the event that the Consultant fails to take corrective action and comply with said regulations and requirements, the SRR Purchasing Representative may, without prejudice to any other legal or contractual rights of SRR, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Consultant shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP).

The Consultant shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Consultant's business. Prior to the start of work under this Subcontract, the Consultant shall provide to the SRR Purchasing Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work), for review and acceptance by the appropriate SRR organization(s). NOTE: Consultant is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by SRR. The Consultant shall provide a copy of the accepted WPP and TSP to any lower tier subcontractor(s) and shall ensure Consultant

employee's performing work at the site have access to the WPP document accepted by SRR, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The Consultant's employees and the employees of any lower tier subcontractor(s) shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.);
- (6) Shall include Focused Observation Checklists, as applicable. The Consultant shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Consultant and its lower tier subcontractors will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page

(http://www.srs.gov/general/busiops/PMMD/general_provisions.htm) for review and down loading.

- (7) Shall include a process that provides authority to Consultant and lower tier subcontractor employees to call for a “time out/stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Consultant shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Consultant must submit annually to SRR either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

The Consultant shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Consultant shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRR Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Consultant shall complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist”, copy available on the SRR Home Page at (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person.

The Consultant shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Consultant personnel seeking temporary badges in support of the Consultant’s work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable

environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRR Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Consultant shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person’s qualifications and duties and be documented in the Consultant’s Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements. The Safety Representative shall solicit worker feedback during hazard review meetings, field safety inspections, incident investigations and document same when appropriate, e.g., new hazard requiring additional controls, defective equipment, observation of unsafe condition or behavior.

F. Material Safety Data Sheets.

The Consultant shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Consultant shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance.

The Consultant and any lower tier subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Consultant shall

submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements.

The Consultant shall immediately notify the STR or SRR Purchasing Representative of any event/condition that may require reporting to the DOE. Further, the Consultant shall cooperate with any SRR or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury
- (5) Fires/explosions.
- (6) Hazardous energy control failures.
- (7) Operations shutdown directed by management for safety reasons.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures.
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRR meets its commitment for 30 minute notification to appropriate DOE

authorities. The Consultant shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Consultant and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

**G.4 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE –
ALTERNATIVE III**

(Compliance by the Consultant with the requirements of this Article G.4 shall satisfy any/all requirements of Article G.1, "Integration of Environment, Safety and Health into Work Planning and Execution", applicable to the scope of work contained in this Subcontract.)

- A. The Consultant and any lower tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Consultant and any lower tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The SRR Purchasing Representative shall notify the Consultant in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Consultant shall immediately take corrective action. In the event that the Consultant fails to take corrective action and comply with said regulations and requirements, the SRR Purchasing Representative may, without prejudice to any other legal or contractual rights of SRR, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Consultant shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP).

The Consultant shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable

to the normal course of the Consultant's business. Prior to the start of work under this Subcontract, the Consultant shall provide to the SRR Purchasing Representative a copy of the WPP for review and acceptance by the appropriate SRR organizations. The Consultant's employees and the employees of any lower tier subcontractor(s) shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by SRR. The Consultant shall provide a copy of the WPP to any lower tier subcontractor(s) and shall ensure Consultant employee's performing work at the site have access to the WPP document accepted by SRR, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Focused Observation Checklists, as applicable. The Consultant shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Consultant and its lower tier subcontractors will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah

River Site Internet Home Page (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm) for review and down loading.

- (6) Shall include a process that provides authority to Consultant and lower tier subcontractor employees to call for a "time out/ stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The Consultant shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Consultant must submit annually to SRR either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

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subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRR Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

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F. Material Safety Data Sheets.

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G. Environmental Compliance.

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codes. Upon request, the Consultant shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements.

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- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury.
- (5) Fires/explosions.
- (6) Hazardous energy control failures.
- (7) Operations shutdown directed by management for safety reasons.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.)
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRR meets its commitment for 30

minute notification to appropriate DOE authorities. The Consultant shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Consultant and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

G.5 COPYRIGHTS FOR SRR DIRECTED TECHNICAL PERFORMANCE

Consultant shall cause its employee(s) to assign to SRR all rights under the copyright in all works of authorship prepared at the direction of SRR during the term of this Subcontract. Consultant shall include terms in its arrangements with its employee(s) to require such assignments to SRR. To the extent that such works of authorship are considered to be works made for hire for Consultant, Consultant agrees to assign and does hereby assign all of its rights under the copyrights in such works to SRR or the U. S. Government.

(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***G.6 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

FAR 52.215-10

***G.7 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—
MODIFICATIONS (OCT 1997)**

FAR 52.215-11

SECTION H

SECTION H ARTICLE APPLIES IF THE PRICE OF THIS ORDER EXCEEDS \$5,000,000

(This Purchase Order incorporates the Clause identified below by reference, with the same force and effect as if given in full text. Upon request, SRR will make the full text available.)

***H.1 CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)**

FAR 52.203-13

***H.2 DISPLAY OF HOTLINE POSTER(S) FAR 52.203-14 (DEC 2007)**